

NHS Standard Contract 2021/22

Particulars (Shorter Form)

Contract title / ref: S117

Prepared by: NHS Standard Contract Team, NHS England
nhscb.contractshelp@nhs.net
(please do not send contracts to this email address)

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CONTRACT REFERENCE	S117 Payments (LLR)
DATE OF CONTRACT	11/10/2021
SERVICE COMMENCEMENT DATE	11/10/2021
CONTRACT TERM	1 year commencing
COMMISSIONERS	NHS East Leicestershire & Rutland CCG (ODS 03W) NHS West Leicestershire CCG (ODS 04V) NHS Leicester City CCG (ODS 04C)
CO-ORDINATING Commissioner	NHS East Leicestershire & Rutland Clinical Commissioning Group (03W) Leicestershire County Council, Room 30, Pen Lloyd Building, County Hall, Glenfield, Leicester, Leicestershire, LE3 8TB
PROVIDER	As detailed per Enrolment completion

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CONTRACT

Contract title: Section 117 Provision of Care - NHS Standard Contract 2021/22

Contract ref:

This Contract records the agreement between the Commissioners and the Provider and comprises

1. these **Particulars**;
2. the **Service Conditions (Shorter Form)**;
3. the **General Conditions (Shorter Form)**,

as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below

SIGNED by Signature
for Title
and on behalf of
NHS East Leicestershire & Rutland CCG	Date
NHS West Leicestershire CCG	
NHS Leicestershire CCG	

SIGNED by

**[INSERT AUTHORISED
SIGNATORY'S
NAME] for**

and on behalf of

[INSERT PROVIDER NAME]

.....
Title

.....
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	11/10/2021
Expected Service Commencement Date	11/10/2021
Longstop Date	N/A
Service Commencement Date	11/10/2021
Contract Term	1 year commencing
Option to extend Contract Term	No
Notice Period (for termination under GC17.2)	3 months

SERVICES	
Service Categories	Selected
Continuing Healthcare Services (including continuing care for children) (CHC)	
Community Services (CS)	
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	Yes
Patient Transport Services (PT)	
Co-operation with PCN(s) in service models	
Enhanced Health in Care Homes	No
Service Requirements	
Essential Services (NHS Trusts only)	No
Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of this Contract?	No

PAYMENT	
National Prices apply to some or all Services (including where subject to Local Modification or Local Variation)	No
Local Prices apply to some or all Services	Yes
Expected Annual Contract Value agreed	No
GOVERNANCE AND REGULATORY -	
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Data Protection Officer (if required by Data Protection Legislation)	[] Email: [] Tel: []
Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Safeguarding Lead (children) / named professional for safeguarding children	[] Email: [] Tel: []
Provider's Safeguarding Lead (adults) / named professional for safeguarding adults	[] Email: [] Tel: []
Provider's Child Sexual Abuse and Exploitation Lead	[] Email: [] Tel: []
Provider's Mental Capacity and Liberty Protection Safeguards Lead	[] Email: [] Tel: []
Provider's Freedom To Speak Up Guardian(s)	[] Email: [] Tel: []
CONTRACT MANAGEMENT	
Addresses for service of Notices	Co-ordinating Commissioner: Nicholas Hey Senior Contract & Provider Performance Manager

	<p>NHS East Leicestershire & Rutland CCG (03W) Leicestershire County Council, Room 30, Pen Lloyd Building, County Hall, Glenfield, Leicestershire LE3 8TB</p> <p>Email: n.hey@nhs.net</p> <p>Elena Cecchini Contract Manager Midlands & Lancashire CSU 1st Floor, St John's House 30 East Street, Leicester LE1 6NB</p> <p>Email: elena.cecchini1@nhs.net</p> <p>Provider:</p> <p>Address: []</p> <p>Email: []</p>
Commissioner Representative(s)	<p>Elena Cecchini Contract Manager Midlands & Lancashire CSU 1st Floor, St John's House 30 East Street, Leicester LE1 6NB</p> <p>Email: elena.cecchini1@nhs.net</p>
Provider Representative	<p>[]</p> <p>Address: []</p> <p>Email: []</p> <p>Tel: []</p>

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents and complete the following actions:

1. Evidence of appropriate Indemnity Arrangements
2. Evidence of CQC registration (where required)
3. If applicable - Copies of the following Sub-Contracts signed and dated and, in a form, approved by the Co-ordinating Commissioner] *[LIST ONLY THOSE REQUIRED FOR SERVICE COMMENCEMENT AND NOT PROVIDED ON OR BEFORE THE DATE OF THIS CONTRACT]*

C. Extension of Contract Term

To be included only in accordance with the Contract Technical Guidance.

NOT USED

SCHEDULE 2 – THE SERVICES

A. Service Specifications

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SCHEDULE 2 – THE SERVICES

Ai. Service Specifications – Enhanced Health in Care Homes

NOT USED

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Not Applicable

D. Essential Services (NHS Trusts only)

Not Applicable

G. Other Local Agreements, Policies and Procedures

J. Transfer of and Discharge from Care Protocols

Not applicable

K. Safeguarding Policies and Mental Capacity Act Policies

Insert text locally as required

SCHEDULE 3 – PAYMENT

A. Local Prices

Local price will be agreed at time of completion of IPA for individual Service Users

B. Local Variations

Not Applicable

C. Local Modifications

Not Applicable

D. Expected Annual Contract Values

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards and National Quality Requirements

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved
E.B.S.3	The percentage of Service Users under adult mental illness specialties who were followed up within 72 hours of discharge from psychiatric in-patient care	Operating standard of 80%	See Contract Technical Guidance Appendix 2	Quarter Not applicable
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	Ongoing
E.H.4	Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care	Operating standard of 60%	See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at: https://www.england.nhs.uk/mental-health/resources/access-waiting-time/	Quarter Not applicable
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks	Operating standard of 75%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter Not applicable

Ref	Operational Standards/National Quality Requirements	Threshold	Guidance on definition	Period over which the Standard / Requirement is to be achieved
	or less from referral to entering a course of IAPT treatment			
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment	Operating standard of 95%	See Annex F1, NHS Operational Planning and Contracting Guidance 2020/21 at: https://www.england.nhs.uk/operational-planning-and-contracting/	Quarter Not applicable

The Provider must report its performance against each applicable Operational Standard and National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Quality Requirement	Threshold	Method of Measurement	Applicable Service Specification
LLR Quality Schedule 2021/22	As per attached spreadsheet	As per attached spreadsheet	As per attached spreadsheet

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report
National Requirements Reported Centrally			
1. As specified in the DCB Schedule of Approved Collections published on the NHS Digital website at https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance
National Requirements Reported Locally			
1. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour	Please refer to Schedule 4C – Local Quality Arrangements		
2. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Please refer to Schedule 4C – Local Quality Arrangements		
3. Summary report of all incidents requiring reporting	Please refer to Schedule 4C – Local Quality Arrangements		

	Reporting Period	Format of Report	Timing and Method for delivery of Report
Local Requirements Reported Locally			
Service User Movement Report	Whenever there is a change in circumstance		Spreadsheet to be completed as and when a change to the service user occurs. The Provider must submit this report via NHSMail. Report to be sent to: mlcsu.continuinghealthcare@nhs.net

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) Other Patient Safety Incidents

See Schedule 2 G – LLR Investigation and Learning from Serious Incidents

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

Not Applicable

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – TUPE*

1. The Provider must comply and must ensure that any Sub-Contractor will comply with their respective obligations under TUPE and COSOP in relation to any persons who transfer to the employment of the Provider or that Sub-Contractor by operation of TUPE and/or COSOP as a result of this Contract or any Sub-Contract, and that the Provider or the relevant Sub-Contractor (as appropriate) will ensure a smooth transfer of those persons to its employment. The Provider must indemnify and keep indemnified the Commissioners and any previous provider of services equivalent to the Services or any of them before the Service Commencement Date against any Losses in respect of:
 - 1.1 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any relevant transfer under TUPE and/or COSOP;
 - 1.2 any claim by any person that any proposed or actual substantial change by the Provider and/or any Sub-Contractor to that person's working conditions or any proposed measures on the part of the Provider and/or any Sub-Contractor are to that person's detriment, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor; and/or
 - 1.3 any claim by any person in relation to any breach of contract arising from any proposed measures on the part of the Provider and/or any Sub-Contractor, whether that claim arises before or after the date of any relevant transfer under TUPE and/or COSOP to the Provider and/or Sub-Contractor.
2. If the Co-ordinating Commissioner notifies the Provider that any Commissioner intends to tender or retender any Services, the Provider must within 20 Operational Days following written request (unless otherwise agreed in writing) provide the Co-ordinating Commissioner with anonymised details (as set out in Regulation 11(2) of TUPE) of Staff engaged in the provision of the relevant Services who may be subject to TUPE. The Provider must indemnify and keep indemnified the relevant Commissioner and, at the Co-ordinating Commissioner's request, any new provider who provides any services equivalent to the Services or any of them after expiry or termination of this Contract or termination of a Service, against any Losses in respect any inaccuracy in or omission from the information provided under this Schedule.
3. During the 3 months immediately preceding the expiry of this Contract or at any time following a notice of termination of this Contract or of any Service being given, the Provider must not and must procure that its Sub-Contractors do not, without the prior written consent of the Co-ordinating Commissioner (that consent not to be unreasonably withheld or delayed), in relation to any persons engaged in the provision of the Services or the relevant Service:
 - 3.1 terminate or give notice to terminate the employment of any person engaged in the provision of the Services or the relevant Service (other than for gross misconduct);
 - 3.2 increase or reduce the total number of people employed or engaged in the provision of the Services or the relevant Service by the Provider and any Sub-Contractor by more than 5% (except in the ordinary course of business);
 - 3.3 propose, make or promise to make any material change to the remuneration or other terms and conditions of employment of the individuals engaged in the provision of the Services or the relevant Service;

- 3.4 replace or relocate any persons engaged in the provision of the Services or the relevant Service or reassign any of them to duties unconnected with the Services or the relevant Service; and/or
 - 3.5 assign or redeploy to the Services or the relevant Service any person who was not previously a member of Staff engaged in the provision of the Services or the relevant Service.
4. On termination or expiry of this Contract or of any Service for any reason, the Provider must indemnify and keep indemnified the relevant Commissioners and any new provider who provides any services equivalent to the Services or any of them after that expiry or termination against any Losses in respect of:
- 4.1 the employment or termination of employment of any person employed or engaged in the delivery of the relevant Services by the Provider and/or any Sub-Contractor before the expiry or termination of this Contract or of any Service which arise from the acts or omissions of the Provider and/or any Sub-Contractor;
 - 4.2 claims brought by any other person employed or engaged by the Provider and/or any Sub-Contractor who is found to or is alleged to transfer to any Commissioner or new provider under TUPE and/or COSOP; and/or
 - 4.3 any failure by the Provider and/or any Sub-Contractor to comply with its obligations under TUPE and/or COSOP in connection with any transfer to any Commissioner or new provider.
5. In this Schedule:

COSOP means the Cabinet Office Statement of Practice *Staff Transfers in the Public Sector* January 2000

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

**Note: it may in certain circumstances be appropriate to omit the text set out in paragraphs 1-5 above or to amend it to suit the circumstances - in particular, if the prospect of employees transferring either at the outset or on termination/expiry is extremely remote because their work in connection with the subject matter of the Contract will represent only a minor proportion of their workload. However, it is recommended that legal advice is taken before deleting or amending these provisions.*

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